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16 Attorneys for Defendant
17 AT&T Mobility LLC

18 **UNITED STATES DISTRICT COURT**
19 **NORTHERN DISTRICT OF CALIFORNIA**
20 **SAN JOSE DIVISION**

21 IN RE APPLE & AT&TM ANTI-TRUST
22 LITIGATION

Case No. 07-05152-JW

**DECLARATION OF KEVIN RANLETT
IN SUPPORT OF MOTION OF
DEFENDANT AT&T MOBILITY LLC
TO COMPEL ARBITRATION AND TO
DISMISS CLAIMS PURSUANT TO THE
FEDERAL ARBITRATION ACT**

Date: September 12, 2008
Time: 9:00 a.m.

Honorable James Ware

1 I, Kevin Ranlett, hereby declare as follows:

2 1. I am employed as an attorney by the law firm of Mayer Brown LLP. I have
3 personal knowledge of the following facts and am otherwise competent to testify.

4 2. In *Bucy v. AT&T Wireless Services, Inc.*, No. CIV 432021 (Cal Super. Ct., San
5 Mateo Cty.), Mr. Vincent DeSantis, the Senior Director for Loyalty and Retention Marketing for
6 Spectrum L.P. d/b/a Sprint PCS submitted a declaration in support of the motion to compel
7 arbitration in that case. A true and accurate copy of Mr. Desantis's declaration (with its exhibits)
8 is attached as Exhibit 1. Mr. Desantis's declaration attached as exhibits "[t]rue and accurate
9 copies of each and every version of the [Sprint] Terms and Conditions in effect" from May 2001
10 until the date of the declaration (Feb. 5, 2004). See DeSantis Declaration ¶ 3, Exs. 1–5.

11 3. On June 19, 2008, I visited the Sprint company history page of the Sprint/Nextel
12 website. See <http://www.sprint.com/companyinfo/history/>. That webpage states that "Sprint
13 took its wireless strategy a big step further in the late '90s by building the only nationwide PCS
14 network in the U.S." A true and correct copy of this webpage is attached as Exhibit 2.

15 4. In *Ball v. AT&T Wireless Services, Inc.*, No. 04CC06385 (Cal. Super. Ct., Orange
16 Cty.), Nextel Communications, Inc. submitted a declaration signed by its deputy general counsel
17 in support of AT&T Wireless's motion to compel arbitration in that case. A true and correct
18 copy of Nextel's declaration, which AT&T Wireless's counsel of record in that case provided to
19 Mayer Brown LLP, is attached as Exhibit 3. The declaration states (at ¶ 4): "None of the
20 subscriber agreements applicable to consumers who signed up for Nextel wireless service,
21 through any Nextel operating subsidiary, contained an arbitration provision prior to November
22 2003."

23 5. In *Rel v. Cingular Wireless LLC*, Case No. RG05223276 (Cal. Super. Ct.,
24 Alameda Cty.), Donald M. Falk submitted a declaration in support of Cingular's motion to
25 compel arbitration in that case. A true and correct copy of TracFone's Terms and Conditions—
26 printed from TracFone's web site (at http://www.tracfone.com/content/terms_conditions.jsp) on
27 September 10, 2005—was attached to Mr. Falk's declaration as Exhibit C. Mr. Falk's
28

1 declaration, with the TracFone Terms and Conditions attached as Exhibit C, is attached as
2 Exhibit 4.

3 6. On June 19, 2009, I visited the "About Us" web page of TracFone's web site (at
4 <http://www.tracfone.com/about.jsp?nextPage=about.jsp&task=about>). That webpage states that
5 "TracFone Wireless is the largest independent nationwide provider of prepaid wireless
6 communications in the United States, and has been the leader in the 10 years since it was
7 founded. * * * One reason for TracFone's success has been [its] exclusive focus on prepaid cell
8 phones. Unlike most other prepaid providers in the US (who are also contract providers),
9 [TracFone is] not interested in converting users to a contract." A true and correct copy of this
10 web page is attached as Exhibit 5.

11 7. On June 19, 2008, I visited the Internet Archive and searched for and accessed an
12 archived version of TracFone's web site (<http://www.tracfone.com>). I selected the result for
13 November 27, 2001 ([http://web.archive.org/web/20011205085251/www.tracfone.com/](http://web.archive.org/web/20011205085251/www.tracfone.com/home_page.jsp)
14 [home_page.jsp](http://web.archive.org/web/20011205085251/www.tracfone.com/home_page.jsp)), which indicates that TracFone provided "nationwide service." A true and
15 correct printout of that web page is attached as Exhibit 6.

16 8. On June 19, 2008, I visited the "Terms of Service" web page on Virgin Mobile's
17 web site (<http://web.virginmobileusa.com/about/terms-and-conditions>). A true and correct copy
18 of those Terms of Service is attached as Exhibit 7.

19 9. On June 19, 2008, I visited the "Virgin Mobile story" web page on Virgin
20 Mobile's web site (<http://web.virginmobileusa.com/about/virgin-mobile-story>). The web page
21 states that Virgin Mobile USA began "[e]xposing young America to the joys of wireless without
22 a plan" in 2002. A true and correct printout of that web page is attached as Exhibit 8. I also
23 visited a News Release posted on Virgin Mobile's web site, which states that Virgin Mobile
24 "launch[ed] * * * national service on July 24, 2002" ([http://virginmobileusa.mediaroom.com/](http://virginmobileusa.mediaroom.com/index.php?s=43&item=84)
25 [index.php?s=43&item=84](http://virginmobileusa.mediaroom.com/index.php?s=43&item=84)). A true and correct printout of that news release is attached as
26 Exhibit 9.

11. On June 26, 2008, I visited the “About Us” web page of the web site of the North Brooklyn Retail Corp (<http://www.northbrooklynrealty.com/brooklyn-realty-aboutus.php?PHPSESSID=6d7eafd2e92585cfc7b12e55cddd00de>). That web page states that North Brooklyn Retail Corp has “**40+ years experience**” in “SELLING,” “BUYING,” “INVESTING,” “DEVELOPING,” and “RENTING” real estate. A true and correct copy of that web page is attached as Exhibit 11.

I declare under penalty of perjury that the foregoing is true and correct. Executed on June 24, 2008.


Kevin Ranlett